



**98-SQ-30-12460
REQUEST FOR QUOTATION
COMMERICAL ITEM**

**OPERATION AND MAINTENANCE
OF REGIONAL OFFICE
DUPLICATING FACILITY**

**LOWER COLORADO REGION
BOULDER CITY, NEVADA**

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

1998

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 99305300001		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 98-SQ-30-12460	
7. FOR SOLICITATION INFORMATION CALL: ▶		a. NAME Keith Cole				b. TELEPHONE NUMBER (No collect calls) 702-293-8087	
9. ISSUED BY CODE LC-3111				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) SIC: 7334 X SIZE STANDARD: \$5,000,000.00		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
12. DISCOUNT TERMS				13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE			
See Block 9				See Block 9			
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE D-7734			
TELEPHONE NO.				U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 2705 Denver CO 80235-0045			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM to 52.212-4, paragraph i.			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
(See Page 3, Continuation of Blocks 19-24)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		38. S/R ACCOUNT NUMBER	
				42a. RECEIVED BY (Print)		39. S/R VOUCHER NUMBER	
				42b. RECEIVED AT (Location)		40. PAID BY	
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449 (4-96)
Prescribed by GSA - FAR (48 CFR) 53.212

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136
Expires: 09/30/98

CONTINUATION OF BLOCK 19 THROUGH 24 OF SF-1449

1. The Requirements.

(a) The Contractor shall furnish the items identified in this section, in accordance with the terms, conditions, and specifications contained in the contract.

(b) Offerors are cautioned to carefully review the offer submission requirements and offer evaluation factors contained in the Solicitation Provisions. Failure to comply with these requirements may result in an offer being declared as unacceptable.

(c) Offers will be considered for award on the following schedules, but no offer will be considered for award for only a part of a schedule or schedules. Offers for only a part of a schedule or schedules will be considered as unacceptable and will be rejected.

(d) When completing the schedules, the price entered in the "Amount" column shall be the mathematical product of the quantity multiplied by the unit price. In the case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct. Therefore, rounding up or down is not permitted. If a price entered in the "Amount" column has been rounded, the Contracting Officer shall correct the "amount" column for the purposes of comparison of offers, and any such corrections shall appear on the contract award document.

(e) The prices listed below are estimates to be used for the purpose of price evaluation only. The Government will not be liable for awarding all of the quantities listed below. The exact quantities will vary depending upon the requests for printing services that will be required during the contract year. Failure on the part of the Government to order all of the quantities shown in the schedule shall not constitute a basis for adjustment in the unit prices. The Government believes these quantities are representative of the maximum amount of work that will be required; however, the Government shall not be held liable for awarding any of the quantities listed on the pricing schedules.

(f) The Contracting Officer shall fill in the effective dates of the Base Contract Period and the four option periods in the following schedules (Schedules No. 1 through 5) when the contract is awarded.

(g) The Contracting Officer shall issue all delivery orders. All delivery orders issued under this contract shall be priced on the basis of the fixed unit prices specified on the following pricing schedules.

2. The Schedule of Supplies/Services

(a) Schedule 1, Base Contract Period,

_____ through _____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
1	Documents Center Operator - Regular Time	2,000	Hour	\$	\$
2	Documents Center Operator - Overtime	100	Hour	\$	\$
3	Document Center Assistant - Regular Time	1,000	Hour	\$	\$
4	Furnishing High Volume Copier	12	Month	\$	\$
5	Impressions on High Volume Copier	2,400,000	Each	\$	\$
6	Furnishing Color Copier	12	Month	\$	\$
7	Impressions on Color Copier	120,000	Each	\$	\$
8	Furnishing 80 Copy per Minute Copier	12	Month	\$	\$
9	Impressions on 80 Copy per Minute Copier	300,000	Each	\$	\$
10	Furnishing 30 Copy per Minute Copiers	132	Month	\$	\$
11	Impressions on 30 Copy per Minute Copiers	2,000,000	Each	\$	\$
12	Furnishing Digital Copier	12	Month	\$	\$
13	Impressions on Digital Copier	1,200	Each	\$	\$
14	Lease Buyouts for Existing Equipment	1	Lump Sum	\$	\$
	Total for Schedule 1 (Base Contract)				\$

(b) Schedule 2, First Option Period,

_____ through _____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
15	Documents Center Operator - Regular Time	2,000	Hour	\$	\$
16	Documents Center Operator - Overtime	100	Hour	\$	\$
17	Document Center Assistant - Regular Time	1,000	Hour	\$	\$
18	Furnishing High Volume Copier	12	Month	\$	\$
19	Impressions on High Volume Copier	2,400,000	Each	\$	\$
20	Furnishing Color Copier	12	Month	\$	\$
21	Impressions on Color Copier	120,000	Each	\$	\$
22	Furnishing 80 Copy per Minute Copier	12	Month	\$	\$
23	Impressions on 80 Copy per Minute Copier	300,000	Each	\$	\$
24	Furnishing 30 Copy per Minute Copiers	132	Month	\$	\$
25	Impressions on 30 Copy per Minute Copiers	2,000,000	Each	\$	\$
26	Furnishing Digital Copier	12	Month	\$	\$
27	Impressions on Digital Copier	1,200	Each	\$	\$
	Total for Schedule 2 (First Option Period)				\$

(c) Schedule 3, Second Option Period,

_____ through _____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
28	Documents Center Operator - Regular Time	2,000	Hour	\$	\$
29	Documents Center Operator - Overtime	100	Hour	\$	\$
30	Document Center Assistant - Regular Time	1,000	Hour	\$	\$
31	Furnishing High Volume Copier	12	Month	\$	\$
32	Impressions on High Volume Copier	2,400,000	Each	\$	\$
33	Furnishing Color Copier	12	Month	\$	\$
34	Impressions on Color Copier	120,000	Each	\$	\$
35	Furnishing 80 Copy per Minute Copier	12	Month	\$	\$
36	Impressions on 80 Copy per Minute Copier	300,000	Each	\$	\$
37	Furnishing 30 Copy per Minute Copiers	132	Month	\$	\$
38	Impressions on 30 Copy per Minute Copiers	2,000,000	Each	\$	\$
39	Furnishing Digital Copier	12	Month	\$	\$
40	Impressions on Digital Copier	1,200	Each	\$	\$
	Total for Schedule 3 (Second Option Period)				\$

(d) Schedule 4, Third Option Period,

_____ through _____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
41	Documents Center Operator - Regular Time	2,000	Hour	\$	\$
42	Documents Center Operator - Overtime	100	Hour	\$	\$
43	Document Center Assistant - Regular Time	1,000	Hour	\$	\$
44	Furnishing High Volume Copier	12	Month	\$	\$
45	Impressions on High Volume Copier	2,400,000	Each	\$	\$
46	Furnishing Color Copier	12	Month	\$	\$
47	Impressions on Color Copier	120,000	Each	\$	\$
48	Furnishing 80 Copy per Minute Copier	12	Month	\$	\$
49	Impressions on 80 Copy per Minute Copier	300,000	Each	\$	\$
50	Furnishing 30 Copy per Minute Copiers	132	Month	\$	\$
51	Impressions on 30 Copy per Minute Copiers	2,000,000	Each	\$	\$
52	Furnishing Digital Copier	12	Month	\$	\$
53	Impressions on Digital Copier	1,200	Each	\$	\$
	Total for Schedule 4 (Third Option Period)				\$

(e) Schedule 5, Fourth Option Period,

_____ through _____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
54	Documents Center Operator - Regular Time	2,000	Hour	\$	\$
55	Documents Center Operator - Overtime	100	Hour	\$	\$
56	Document Center Assistant - Regular Time	1,000	Hour	\$	\$
57	Furnishing High Volume Copier	12	Month	\$	\$
58	Impressions on High Volume Copier	2,400,000	Each	\$	\$
59	Furnishing Color Copier	12	Month	\$	\$
60	Impressions on Color Copier	120,000	Each	\$	\$
61	Furnishing 80 Copy per Minute Copier	12	Month	\$	\$
62	Impressions on 80 Copy per Minute Copier	300,000	Each	\$	\$
63	Furnishing 30 Copy per Minute Copiers	132	Month	\$	\$
64	Impressions on 30 Copy per Minute Copiers	2,000,000	Each	\$	\$
65	Furnishing Digital Copier	12	Month	\$	\$
66	Impressions on Digital Copier	1,200	Each	\$	\$
	Total for Schedule 5 (Fourth Option Period)				\$

CONTRACT CLAUSES

1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 1998)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

2. ADDENDUM TO 52.212-4

The following contract terms and conditions are also applicable to this acquisition.

a. 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the contract's effective period.

b. 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through date of contract completion, including any options exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

c. 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$300,000.00;

(2) Any order for a combination of items in excess of \$300,000.00; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

d. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor at least one calendar day prior to expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

e. WBR 1452.212-903 PERFORMANCE PERIOD-BASE CONTRACT AND OPTIONS--RECLAMATION-LOWER COLORADO REGION (NOV 1996)

The overall contract performance period of this contract consists of the following time periods:

(a) Performance period for the base contract will be for one year (365 calendar days) commencing on the date of contract award.

(b) If the 1st Option is exercised, the performance period for Schedule II, 1st Option Year, of the contract will begin the day after completion of Schedule I and will extend one year. (365 calendar days).

(c) If the 2nd Option is exercised, the performance period for Schedule III, 2nd Option Year, of the contract will begin the day after completion of Schedule II and will extend one year (365 calendar days).

(d) If the 3rd Option is exercised, the performance period for Schedule IV, 3rd Option Year, of the contract will begin the day after completion of Schedule III and will extend one year (365 calendar days).

(e) If the 4th Option is exercised, the performance period for Schedule V, 4th Option Year, of the contract will begin the day after completion of Schedule IV and will extend one year (365 calendar days).

f. 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

g. 1452.228-70 LIABILITY INSURANCE--DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

h. TIME OF DELIVERY

In accordance with parts 1 and 2 of the Statement of Work, the time of delivery of services for facilities management of the Lower Colorado Region duplicating facility is 7:30 a.m. to 4:00 p.m., Monday through Friday, Federal holidays excluded, for a one year period with up to 4 additional option years. In accordance with part 1 of the Statement of Work, monthly service, maintenance, and meter readings of equipment furnished under this contract are required.

The contractor shall begin performance of the work required under this contract within 2 work days of receipt of written notice to proceed with the work.

i. SUBMISSION OF INVOICES.

Invoices shall be submitted in writing to the Contracting Officer, Attention: LC-3111, Bureau of Reclamation, P.O. Box 61470, Boulder City, Nevada 89006-1470. Payment will be made in accordance with the Prompt Payment Act and implementing clause contained in the contract. Invoices shall be submitted once a month.

3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 1998)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) Reserved
- ☒ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- ☐ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- ☒ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ☒ (6) 52.222-26, Equal Opportunity (E.O. 11246).

- ☒ (7) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (8) 52.222-36, Affirmative Action for Handicapped Workers With Disabilities (29 U.S.C. 793).
- ☒ (9) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- ☐ (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ☐ (12) Reserved.
- ☐ (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- ☐ (14) 52.225-19, European Union Sanction for Services (E.O. 12849).
- ☐ (15)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103- 187).
- ☒ (15)(ii) Alternate I of 52.225-21.
- ☐ (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- ☒ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers With Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

STATEMENT OF WORK

1.1 GENERAL DESCRIPTION. The following is a general description of the work required under this contract:

1.1.1 Operation and Maintenance of Regional Office Duplicating Facility. The Contractor shall furnish the day-to-day contract management, equipment, planning, supervision, administration, and personnel for the on site facilities management of the Lower Colorado Region (LCR) Documents Center (Duplicating Facility) Monday through Friday, excluding Federal holidays on an 8 hour per day basis, as specified in this section. The facilities management portion of this contract is located at 400 Railroad Avenue, Boulder City, Nevada. The scope of these activities includes: 1) operating copiers, bindery, and laminating equipment; 2) maintaining copiers to achieve an average copier uptime of ninety percent (90%); 3) performing monthly service and maintenance on equipment; 4) performing monthly meter readings of machines located in the Documents Center; 5) preparing reports for Government Printing Office (GPO); 6) maintaining an inventory of paper stock, toner, developer, bindery, and staples; 7) ensuring quality control of copied products; 8) writing technical printing specifications in compliance with the Congressional Joint Committee on Printing and GPO requirements on outsourced work; 9) performing print inspections on documents outsourced under GPO contracts; 10) providing consultation and advisory services on printing design, format, paper/card stock, and color processes; 11) providing electronic publishing graphic imagery and Linotronic (high resolution typesetting) services using in-house and contractual resources to create camera ready manuscripts for printing on offset presses and photocopying; and 12) delivering print jobs requiring boxing.

The Contractor shall provide and service equipment and software for the three copiers to be located in the Documents Center, as specified in this paragraph and paragraph 1.4 below.

1.1.2 Furnishing Self Service Copiers. The Contractor will provide and service a total of 11 self service copiers at the following locations: Administrative Building - 2nd and 3rd levels, Park Street and Nevada Highway, Boulder City, Nevada; Administrative Building Annex - Rooms AA113 and AA124, Park Street and Nevada Highway, Boulder City, Nevada; 400 Date Street, Room 122, Boulder City, Nevada; 500 Date Street, GIS Office, Boulder City, Nevada; 400 Railroad Avenue - Mailroom, Document Center, and Property Offices, Boulder City, Nevada; and Mead Complex, Office of the Director and Room 117, Boulder City, Nevada. The scope of these activities includes 1) weekly routine upkeep by replacing toner/developer/staples, as needed; 2) performing monthly service and maintenance to achieve an average copier uptime of ninety percent (90%); 3) performing monthly meter readings of machines located in the various locations.

The Contractor will provide and service one self service engineering digital printer capable of printing from A-size sheets to E-size engineering drawings with 400 DPI

resolution with a controller that supports industry-standard hardware interfaces, data formats, and network connectivity options at the Mead Complex, Engineering Office, Boulder City, Nevada, as specified in the Contract.

1.1.3 Current Use of LCR Documents Center and Self Service Equipment. The majority of work in the Documents Center is production work. Sixty-six percent (66%) of all impressions are run lengths of 100 or more, 44% are breaks of 1 originals or less, 44% are breaks of up to 50 originals or less, 53% are two-sided, 34% are stapled, and 7% are three hole drilled. An average of 153,000 black and white and 10,000 color impressions per month are currently being reproduced in the Documents Center. Self service machines account for another 117,000 black and white impressions per month of reproduction work. A combination of approximately 82,500 impressions of both black and white and color, per month of production work is being outsourced to a local contractor. Forty-four percent (44%) are run lengths of 100 or more, 52% are run lengths between 2 and 100, 66% are breaks of 100 originals or more, 33% are breaks between 1 to 100, 43% are three hole drilled, 10% are 11 x 17, and 8% are bound.

1.1.4 Removals and Downgrades of Equipment. The Contractor agrees that equipment furnished under the contract may be removed and/or downgraded at the request of the Contracting Officer (CO). Upon such requests by the CO, the Contractor agrees to execute bi-lateral contract modifications, which change the equipment requirements and the Schedule of Supplies/Services, upon negotiation of equitable adjustments for said changes. The Contractor shall waive early termination charges for removals or downgrades of equipment when the total reduction allowance is no more than \$800.00 per month, over the full term of the contract. The calculation of the reduction allowance shall include the monthly minimum charge reduction for each removal or downgrade of Contractor owned equipment and shall not be offset by the installation of other equipment.

1.2 PERSONNEL AND ORGANIZATION.

1.2.1 General. The Contractor shall require each employee wear an identification badge on their person with the name of the Contractor, the employee name, and a picture identification at all times while working at the Documents Center. The identification badges shall be furnished by the Contractor. Business hours for the Documents Center are from 7:30 a.m. to 4:00 p.m., Monday through Friday, Federal holidays excluded. Contractor employee travel to the LCR shall be the responsibility of the Contractor and shall not be paid for by the Government. The Contractor will work within these hours. The lunch period shall be one-half hour. Lunch periods shall be staggered when more than one contractor employee is working in the Documents Center. Contractor's personnel shall maintain a dress code that will include collared shirts. Jeans, sneakers, shorts, and tank tops shall not be worn. Ties are optional. Backup copying support services necessitated by equipment malfunction shall be provided by the Contractor.

1.2.2 Documents Center Operator. Contractor will provide one person as an on-site Documents Center (printing) operator. Backup personnel will be provided for planned absences that occur during normal hours of operation. For unexpected absences, backup personnel will be provided within two (2) hours of notification to the Contractor.

The Documents Center operator shall have the following qualifications: 1) general familiarity with processes involved in offset lithography printing, specifically typography, camera operations, film and plate processing, negative stripping and imposition, press operations from duplicators through different types of color perfecters, and all major bindery operations; 2) knowledge of sizes and weights of paper, international Pantone Matching System color of inks, design and format of layouts, use of photographs and the effect of various editorial decisions concerning design/format, use of colors and photographs on printing costs; 3) oral and written communication skills for use in preparing technical specifications and documents and in conducting meetings; 4) knowledge of developing, copying, and printing processes and skill in operating equipment; and 5) ability to interpret and write printing specifications in order to contract imagery services in accordance with Government Printing and Binding Regulations, operational policies of the Congressional Joint Committee on Printing, and the Government Printing Office's Quality Through Attributes Program; 6) skill in operating a personal computer; 7) experience working on major exhibits, voluminous reports with a myriad of tabulations, inserts, and foldouts; odd sized press board graphics; and special four color processes; and, 8) experience operating a variety of printing and bindery equipment.

The on-site operator will visit each equipment site in the LCR on a weekly basis for the purpose of replacing toner/developer as needed, and routine copier upkeep (not specific technical maintenance). Monthly meter readings will also be taken on the first workday of each month.

1.2.3 Documents Center Assistant. The Contractor shall provide a part time assistant to the printing operator during peak or unusually heavy work situations. The assistant will perform key operator and bindery services. The Contractor shall notify the Contracting Officer's Representative (COR) when there is the need for the Documents Center Assistant.

1.2.4 Other Personnel. The Contractor shall furnish a representative who will respond to production related issues within two (2) hours of COR notification. The Contractor representative and the COR will review the issue to develop a mutually agreed upon solution within two (2) business days.

1.2.5 Service and Maintenance. The Contractor will perform monthly maintenance service on all equipment under this contract and at other times as necessary to achieve a copier uptime average of 90 percent.

1.2.6 Reports. The Contractor will provide detailed monthly reports to the COR that review all billing activities for all facility related expenses. The report shall include but is not limited

to the following data: 1) Office or project to be charged for the print job; 2) copier equipment location and model number; 3) volume; 4) hours for Document Center operator and assistant; 5) servicing of equipment; 6) maintenance of equipment; 7) number of impressions not charged due to quality errors.

1.2.7 Compliance with Government Printing Regulations. The Contractor shall comply and ensure that personnel comply with the Joint Committee on Printing and Government Printing Office regulations and requirements. Outsourced work will be consistent with those guidelines. For information concerning printing and copying regulations of the Department of the Interior, the Joint Committee on Printing, and the Government Printing Office, visit the Internet sites at <http://www.doi.gov> and <http://www.gpo.gov>.

1.2.8 Employee Competency, Conduct, and Integrity. The Contractor shall establish and maintain satisfactory standards of employee competency, conduct, and integrity; and shall take such disciplinary action with respect to its employees as may be necessary. The Contractor shall not knowingly employ or continue to employ persons who are physically or mentally incapable of performing the duties of their position efficiently without hazard to themselves or others. This is not intended to preclude hiring employees who are physically or mentally handicapped but are able to satisfactorily perform their work assignments. Upon written request from the CO, the Contractor shall promptly remove any employee whom the CO deems incompetent, careless, insubordinate or whose continued employment is considered contrary to the public interest. The CO's decision relating to these matters is final.

1.2.9 Overtime. Scheduled overtime shall be requested in writing by the Contractor and approved by the COR before working the overtime. Unscheduled overtime shall be submitted the next working day after the fact for approval by the COR. Overtime requests shall contain appropriate justification including authorization by the project manager/print requestor.

1.2.10 Travel. Transportation by means of Government-owned or rented equipment will be provided at no cost to the Contractor for work performed under this contract to perform weekly equipment upkeep schedule and deliver completed work.

1.2.11 Vehicle Operator's Permit. The Contractor shall not permit any Contractor employee to operate a Government vehicle unless such employee possesses a valid and current State license of the class required for the equipment to be operated.

1.2.12 Working Conditions. The Contractor shall maintain working conditions which are sanitary and not dangerous or hazardous to the health and safety of personnel accessing the area. The Contractor's workplace shall comply with the Federal requirement to provide a drug free workplace.

1.2.13 Confidentiality. While performing services under this contract the Contractor and its employees will not disclose business information which may become known to the

Contractor while performing services. The Contractor will instruct personnel providing services that they shall not remove any documents or other materials and that they shall not disclose any information to any persons, unless authorized in writing by the COR.

1.2.14 Training. The Contractor's personnel shall possess the training necessary to fill the requirements of the position.

1.2.15 Quality Control. A quality control review shall be performed on all work provided by the Contractor to ensure high resolution of the documents copied, proper alignment on paper, pageation, and clarity. Work not meeting industry standard shall be returned for recopying at the Contractor's expense and the number of impressions shall not be charged to the Government.

1.2.16 Payment. Payment for regular time for the Documents Center operator shall be made at the unit price per hour offered therefor in the schedule(s) for the item titled, "Documents Center Operator - Regular Time" which price shall include the cost of labor, labor burden, and related costs for the Documents Center operator (paragraph 1.2.2), the cost of Other Personnel which may be required under paragraph 1.2.4 above, and the cost for Reports required under paragraph 1.2.6 above. Payment for overtime for the Documents Center operator shall be made at the unit price per hour offered therefor in the schedule(s) for the item titled, "Documents Center Operator - Overtime" which price shall include the cost of labor, labor burden, and related costs for the Documents Center operator while on overtime. Payment for regular time for the Documents Center assistant shall be made at the unit price per hour offered therefor in the schedule(s) for the item titled, "Documents Center Assistant - Regular Time" which price shall include the cost of labor, labor burden, and related costs for the Documents Center assistant (paragraph 1.2.3).

1.3 **GOVERNMENT FURNISHED EQUIPMENT.** The Government will provide, at no cost to the Contractor, the following supplies, equipment, and services required in support of the work contained in this contract:

1.3.1 Office. The Government will provide keys, office space, office furniture, telephone services, FAX services, office supplies, work tables, printer, personal computer, computer terminals and services.

1.3.2 Document Center. The Government will provide support equipment, i.e., electric cutter, Spinnit hole driller, Panafax, desktop thermal binder, scanner, 19 hole electric punch, 19 hole manual punch, roll laminator, auto folding machine, electric velo binder, and small laminator.

1.3.3 Supplies. The Government will provide paper, card stock, transparencies, bindery, binders, and routine materials necessary to operate a Documents Center.

1.3.4 Utilities. The Government will provide electrical power, telephones, water, and trash removal.

1.3.5 Custodial Services. The Government shall provide the custodial services necessary to maintain the Documents Center and storage areas in a clean and neat condition.

1.3.6 Printing Request Form. The Government shall provide the Request for Printing Services Form for customers to utilize in order to obtain Document Center services.

1.3.7 Vehicle. The Government shall provide a Government vehicle.

1.4 **CONTRACTOR FURNISHED EQUIPMENT AND ITEMS.** Contractor shall furnish all equipment and standard supplies, i.e., toner, developer, fuser agent, and staples required to make impressions. The Contractor shall keep the equipment in good working order during the term of the contract. Unless otherwise stated in the Contract, equipment and software provided under this contract shall remain the property of the Contractor and shall be promptly removed from the LCR at the conclusion of the contract. During the term of this Contract, the Contractor will have the risk of loss or damage to the Contractor owned equipment and software. The Contractor shall replace at the request of the COR, without charge to the Government, any defective equipment installed throughout the LCR with an identical model or a comparable machine with similar features and capabilities.

1.4.1 Document Center Equipment. The Contractor shall provide the following equipment for the LCR Document Center:

a. One (1) Unit High Volume Copier plus accessories that meet the following specifications: Lockout features, 120 copies per minute capability, 80 ledger (11 x 17) copies per minute, three-tray interposer with pre and post process insertion, paper capacity of 3,200/6,700, tab copying and insertion with adjustable image shift, ability to use up to six paper stocks within a job with interposer, photo line screen, teler registration system, 100 sheet inline stapling and 100 sheet convenience stapler, automatic feed/collate/duplex and finish up to 11 x 17, full color touch screen, four-way image shift, 100,000 copies per service call, sixth sense remote service and stapler-folder.

b. One (1) Unit 80 copies per minute, 100 sheets recirculating documents handler, 4,800 sheet paper capacity with 50 sheet bypass tray, throughput from 5 1/2" x 8 1/2" x to 17" x 22", automatic two-sided copying (1:2, 2:2, 2:1), electronic auditron, memory cards for stored jobs, zoom reduction/enlargement from 50% to 200%, unlimited offset catch tray, and online finisher.

c. One (1) Color Copier Unit plus accessories with 40 copies per minute capability, 400x400 DPI, 50 sheet automatic document handler, edit pad, sorter, 1,500 sheet paper capacity with 50 sheet bypass tray, throughput from 5 1/2" x 8 1/2" x to 18" x 22", automatic two-sided copying (1:2, 2:2, 2:1), electronic auditron, zoom reduction/enlargement from 25% to 400%, counterfeit deterrent marking system, image quality controls for hue, color balance, and sharpness.

1.4.2 Equipment for Other LCR Locations. The Contractor shall provide the following equipment at various locations within the LCR as described in paragraph 1.1:

a. Eleven (11) Units - 30 copies per minute capability, 50 sheet automatic document scanner, 50 sheet finisher, 1,050 sheet paper capacity, 400x400 DPI, reduction/enlargement 25-400%, automatic booklet production, transparency dividers, 110 pound cardstock capability, and high capacity feeder.

b. One (1) Digital Copier - Copier shall be a digital printer capable of printing from A-size sheets to E-size engineering drawings with 400 dpi resolution with a controller that supports industry-standard hardware interfaces, data formats, and network connectivity options. The printer (copier) also shall be capable of the following features: 1) Printing finished sets from A to E size without having to change the media rolls in the middle of a print job. The printer shall have three media rolls, 500 ft, plus a manual sheet bypass; 2) Auto roll switching when loaded with the same size and type of media. Media type shall be bond, vellum, and film; 3) Auto port sensing supporting concurrent use of serial, Centronics, VPI, SCSI-2, and network interfaces through simultaneous data transfers over all ports; 4) Print drivers for most standard operating systems; 5) Able to automatic convert and print files; 6) Contain software to electronically communicate with the printer for job queue management and to view the print queue directly from a personal computer; 7) Capable of constructing a job composed of one or more data files, setting up print options, and printing jobs from a personal computer; 8) 256 pen palette; 9) 48 pre-defined pen patterns, including 33 steps of halftoned gray scale from white to black; 10) Xerographic LED process; 11) Organic photoreceptor; 12) Process speed of 3 ips; 13) Throughput of up to 6 D, 3 E per minute; 14) Machine power rating of 60 Hz, 115V/16A; 15) Controller CPU shall be a PowerPC 740, 200 MHZ; 16) The memory shall be a minimum of 64 MB SDRAM standard expandable to 192 MB; 17) With a minimum hard drive of 2.2GB (internal drive); 18) Software upgrades to be provided as part of this Contract.

1.4.3 Payment. Payment for furnishing and maintaining the high volume copier shall be made at the unit price per month offered therefor in the schedule(s) for the item titled, "Furnishing High Volume Copier" which price shall include the cost of all labor, equipment, materials, and incidentals required for furnishing the copier in accordance with paragraph 1.4 and for providing all service and maintenance of the copier in accordance with paragraphs 1.1 and 1.2.5 other than the routine service described in paragraph 1.2.2.

Payment for providing impressions from the high volume copier shall be made at the unit price per impression offered therefor in the schedule(s) for the item titled, "Impressions on High Volume Copier" which price shall include the equipment cost for making the impression. Measurement for payment of impressions made by the copier shall be made on a monthly basis by meter reading of the copier in accordance with paragraph 1.1.

Payment for furnishing and maintaining the color copier shall be made at the unit price per month offered therefor in the schedule(s) for the item titled, "Furnishing Color Copier" which price shall include the cost of all labor, equipment, materials, and incidentals required for furnishing the copier in accordance with paragraph 1.4 and for providing all service and maintenance of the copier in accordance with paragraph 1.1 and 1.2.5 other than the routine service described in paragraph 1.2.2.

Payment for providing impressions from the color copier shall be made at the unit price per impression offered therefor in the schedule(s) for the item titled, "Impressions on Color Copier" which price shall include the equipment cost for making the impression. Measurement for payment of impressions made by the copier shall be made on a monthly basis by meter reading of the copier in accordance with paragraph 1.1.

Payment for furnishing and maintaining the 80 copy per minute copier shall be made at the unit price per month offered therefor in the schedule(s) for the item titled, "Furnishing 80 Copy per Minute Copier" which price shall include the cost of all labor, equipment, materials, and incidentals required for furnishing the copier in accordance with paragraph 1.4 and for providing all service and maintenance of the copier in accordance with paragraph 1.1 and 1.2.5 other than the routine service described in paragraph 1.2.2.

Payment for providing impressions from the 80 copy per minute copier shall be made at the unit price per impression offered therefor in the schedule(s) for the item titled, "Impressions on 80 Copy per Minute Copier" which price shall include the equipment cost for making the impression. Measurement for payment of impressions made by the copier shall be made on a monthly basis by meter reading of the copier in accordance with paragraph 1.1.

Payment for furnishing and maintaining the 30 copy per minute copiers shall be made at the unit price per month per copier (i.e. 11 copiers times 12 months equals a quantity of 132 months) offered therefor in the schedule(s) for the item titled, "Furnishing 30 Copy per Minute Copiers" which price shall include the cost of all labor, equipment, materials, and incidentals required for furnishing the copiers in accordance with paragraph 1.4 and for providing all service and maintenance of the copiers in accordance with paragraph 1.1 and 1.2.5 other than the routine service described in paragraph 1.2.2.

Payment for providing impressions from the 30 copy per minute copiers shall be made at the unit price per impression offered therefor in the schedule(s) for the item titled, "Impressions on 30 Copy per Minute Copier" which price shall include the equipment cost for making the impression. Measurement for payment of impressions made by the copiers shall be made on a monthly basis by meter reading of the copiers in accordance with paragraph 1.1.

Payment for furnishing and maintaining the digital copier shall be made at the unit price per month offered therefor in the schedule(s) for the item titled, "Furnishing Digital Copier" which price shall include the cost of all labor, equipment, materials, and incidentals required for furnishing the copier in accordance with paragraph 1.4 and for providing all service and maintenance of the copier in accordance with paragraph 1.1 and 1.2.5 other than the routine service described in paragraph 1.2.2.

Payment for providing impressions from the digital copier shall be made at the unit price per impression offered therefor in the schedule(s) for the item titled, "Impressions on Digital Copier" which price shall include the equipment cost for making the impression. Measurement for payment of impressions made by the copier shall be made on a monthly basis by meter reading of the copier in accordance with paragraph 1.1.

1.5 VEHICLES AND EQUIPMENT. The Contractor or its employees shall not use or authorize the use of any Government-owned leased motor vehicles, equipment, or supplies for purposes other than for the scope of work specified in this contract. Under no circumstances, shall the Contractor or employees of the Contractor use Government-owned motor vehicles, equipment, supplies, and material for personal use, transportation between home and work, or for personal convenience.

Seat belts shall be utilized by all occupants in vehicles so equipped when the vehicle is in motion. Vehicles shall be secured at all times when unattended, i.e., keys shall not be left in ignition, doors shall be locked, and windows shall be rolled up. Vehicles shall not be left unattended with engine running.

1.6 BUYOUT OF EXISTING EQUIPMENT LEASE OBLIGATIONS. The Contractor shall buy out existing lease obligations in order to retire a Government debt of approximately \$40,535.32. The Contractor shall also be required to pay the LTOP penalty for removing equipment prior to lease expiration in the estimated amount of \$4,377.00. The equipment is a Kodak Image Source 70NCA, Serial No. 9439441, which was being acquired under a 60 month lease to own plan under Purchase Order No. 1425-97-PE-30-02520. The vender is Danko Office Imaging Company (800-832-4250). The lease equipment shall become the property of the Contractor and the Contractor shall remove the equipment from the Documents Center prior to furnishing the equipment for the Documents Center required under this contract.

Payment for buying out existing lease obligations shall be made at the lump sum price offered therefor in the schedule(s) for the item titled, "Lease Buyouts for Existing Equipment" which price shall include the cost of buying out the Government's existing lease obligations described above and the cost of any penalties required for removing equipment prior to lease expiration.

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

WBR 1452.214-906 LIST OF CONTRACT DOCUMENTS--BUREAU OF RECLAMATION--
LOWER COLORADO REGION (NOV 1996)

<u>Attachment No.</u>	<u>Title</u>	<u>No. of Pages</u>
1.	Service Contract Act Wage Determination	9
2.	Regional Office Map	1

SOLICITATION PROVISIONS

1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (AUG 1998)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet Site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at customerservice@mail.dnb.com.

2. ADDENDUM TO 52.212-1

Paragraph (h) does not apply to this acquisition. Multiple awards will not be made on this acquisition.

3. 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 1997)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Company Background, Experience, and Past Performance

The offeror should demonstrate and/or describe past performance and experience in document facilities management services similar to that required under

this solicitation in large complex organizations. Any experience working with City, State, County or Federal agencies should be addressed. The offeror may describe any information which would exhibit superior qualifications, skills, or unusual abilities with respect to facilities management services previously completed. The offeror should also demonstrate financial responsibility.

(2) Approach to the Work

The offeror should demonstrate: 1) its ability to provide the equipment and personnel; 2) its methodology for meeting the contract requirements; and 3) putting processes in place to ensure ongoing efficiency of operations. The offeror should address the overall coordination of services from initial delivery of equipment through on-line operation; providing backup support when volume surges require outside assistance; problem resolution of disputes; and basic training in all facets of facilities management, copier maintenance, and electronic publishing.

(3) Personnel Qualifications

The offeror should demonstrate that its personnel have the necessary experience and qualifications in working with large complex organizations to provide the services described in the solicitation. The offeror should demonstrate that its personnel have the basic training in all facets of facilities management, copier maintenance, and electronic publishing. Resumes of personnel proposed for the work should be submitted.

(4) Equipment and Software

The offeror should demonstrate the ability to obtain and maintain the equipment as specified in this contract. The offer should provide a written satisfaction guarantee addressing equipment replacement, malfunction, and warranty. The Offeror should demonstrate knowledge and experience in the use of subcontractors if the problems/issues being addressed require unique expertise from outside his/her organization to facilitate equipment maintenance.

(5) Price (total price for all schedules).

The above five (5) evaluation factors are of equal weight.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

4. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 1997)

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the

stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
 - ☐ Other. State basis. _____

(2) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
 - ☐ Sole proprietorship
 - ☐ Partnership
 - ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent.
- ☐ Name and TIN of common parent:
 - Name _____
 - TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents that it () is, () is not a small disadvantaged business concern.

(3) Women-owned small business concern. The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it () is, () is not, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)
(Check one of the following):

Number of Employees

Average Annual Gross Revenues

___ 50 or fewer ...
___ 51-100
___ 101-250
___ 251-500
___ 501-750
___ 751-1,000
___ Over 1,000

___ \$1 million or less
___ \$1,000,001-\$2 million
___ \$2,000,001-\$3.5 million
___ \$3,500,001-\$5 million
___ \$5,000,001-\$10 million
___ \$10,000,001-\$17 million
___ Over \$17 million

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It () has, () has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that

components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation

Act--Balance of Payments Program,” and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as “NAFTA country end products” as that term is defined in the clause entitled “Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program”:

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products. The offeror certifies that the following supplies qualify as “Canadian end products” as that term is defined in the clause entitled “Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program”:

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property; and) are,) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.